

**ACCG**  
**401(a) DEFINED CONTRIBUTION PLAN**  
**FOR EMPLOYEES OF**  
**DOUGLAS COUNTY**

**ADOPTION AGREEMENT**

**ARTICLE I: PURPOSE**

The undersigned, Douglas County ("Employer"), previously elected to become a sponsoring employer of the ACCG 401(a) Defined Contribution Plan for Employees of Douglas County (the "Plan"). The Employer hereby elects to amend and restate the Plan in its entirety based on the provisions of this Adoption Agreement.

**ARTICLE II: DEFINITIONS**

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

**2.01 COMPENSATION.**

The term "Compensation" means:

- [ -- ] (a) The total amount of all payments, direct or indirect, made by the Employer to an Employee for services rendered to the Employer, for a calendar year which ends within a Plan Year, as defined in Code Section 3401(a) for purposes of tax withholding at the source (as reported to the Employee on Form W-2 for such year.) Compensation shall include before-tax or salary deferral contributions made under Code Sections 125, 402(g)(3), 457 or 414(h) to the Plan or other plans, on behalf of a Participant for such Plan Year.



Other (specify): Wages, salaries and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Regulation Section 1.62-2(c)), and excluding the following:

- 1) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan to the extent such contributions are deductible by the Employee, or any distributions from a plan of deferred compensation;
- 2) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- 3) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
- 4) Other amounts which received special tax benefits, or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in section 403(b) of the Internal Revenue Code (whether or not the contributions are actually excludable from the gross income of the Employee).

## **2.02 DISABILITY OR DISABLED.**

The term "Disability or "Disabled" means:

- (a) A disability of a Participant within the meaning of Code Section 72(m)(7), to the extent that the Participant is, or would be, entitled to disability retirement benefits under the federal Social Security Act.
- (b) The Participant is entitled to recover benefits under any long term disability plan or policy maintained by the Employer.
- (c) Other (specify): The inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to last for a continuous period of not less than twelve (12) months. The permanence and degree of such impairment shall be supported by medical evidence. The determination shall be applied uniformly to all Participants.

**2.03 EFFECTIVE DATE.**

This Adoption Agreement of the ACCG 401(a) Defined Contribution Plan for **Douglas County** Employees shall:

- (a) establish a new Plan with an Effective Date of \_\_\_\_\_, \_\_\_\_\_.
- (b) constitute an amendment and restatement in its entirety of a previously established qualified Plan of the Employer which had a previous effective date of **January 1, 1996** (hereinafter called the "Original Effective Date"). Except as specifically provided in the Plan, the effective date of this amendment and restatement is **January 1, 2009**.

**2.04 ELIGIBLE EMPLOYEE.**

The term "Eligible Employee" means, (i) all employees of the Employer as defined below, (ii) County Commissioners (if Employer is a county government) and (iii) any other elected officials or employees of the Employer, to the extent provided below:

**(a) Elected Officials:**

- (i) Includes all elected officials listed in subparagraph (iii) below.
- (ii) Excludes all elected officials listed in subparagraph (iv) below.
- (iii) Includes the following elected officials:

- A. Sheriff
- B. Tax Commissioner
- C. Clerk of Superior Court
- D. Probate Judge
- E. Magistrate Judge
- F. Juvenile Court Judge
- G. County Coroner
- H. Other:

- (iv) Excludes the following elected officials:

- A. Sheriff
- B. Tax Commissioner
- C. Clerk of Superior Court
- D. Probate Judge
- E. Magistrate Judge
- F. Juvenile Court Judge
- G. County Coroner
- H. Other:

**(b) Eligible Employees:**

- (i) "Full time" Employees (employees who work at least \_\_\_\_\_ ( ) hours per week).
- (ii) "Part time" Employees (employees who work at least \_\_\_\_\_ ( ) hours per week).
- (iii) Other (Specify):  
All employees in positions regularly scheduled to work at least forty (40) hours per week and more than six (6) months per year.

**2.05 EMPLOYER.**

The term "Employer" means **Douglas County**.

**2.06 ENTRY DATE.**

The term "Entry Date" means the date an Eligible Employee becomes a Participant in the Plan after becoming eligible as specified in Section 3.01:

- (a) January 1st of every Plan Year.
- (b) The first day of the first pay period
- (c) The first day of the month
- (d) The first day of the calendar year quarter
- (e) Other (specify):

**2.07 NORMAL RETIREMENT AGE**

The term "Normal Retirement Age" means:

- (a) 65 years of age
- (b) Other (specify):

**2.08 PLAN.**

The name of the Plan as adopted by the Employer is the "**ACCG 401(a) Defined Contribution Plan for Employees of Douglas County**".

**2.09 YEAR OF SERVICE.**

The term "Year of Service" means any Plan Year in which an Eligible Employee completes one of the following:

- (a) A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service.
- (b) A period of twelve (12) consecutive months during which the Employee performs at least one Hour of Service following the Employee's Employment Date and prior to the Employee's Severance from Service Date.
- (c) Other (specify):

**ARTICLE III: PARTICIPATION AND SERVICE****3.01 ELIGIBILITY.**

Each Eligible Employee shall become a Participant in the Plan on the Entry Date (if employed on that date) coincident with or immediately following the date the eligibility condition(s) of this Section 3.01 are satisfied. The Eligible Employee satisfies the eligibility condition(s) on:

- (a) The date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year of Service.
- (b) The earlier date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( ).
- (c) The Eligible Employee's Employment Date.
- (d) Other (specify): No Employee of Douglas County shall become a Participant in the Douglas County 401(a) Plan after January 1, 2006, if he is not a Plan Participant as of said date.

**ARTICLE IV:  
PARTICIPANT/EMPLOYEE AND EMPLOYER CONTRIBUTIONS**

**4.01 Employee Contributions.**

(a) MANDATORY EMPLOYEE CONTRIBUTIONS.

- (i) The Plan requires Mandatory Employee Contributions that shall be treated as Employer pick-up contributions under Code Section 414(h) in the amount of \_\_\_\_\_ percent (\_\_\_\_ %) per year effective as of \_\_\_\_\_.
- (ii) The Plan does not provide for Participant contributions that are treated as Employer pick-up contributions under Code Section 414(h).

(b) EMPLOYEE AFTER-TAX CONTRIBUTIONS.

- (i) The Plan does not allow Employee After-Tax contributions.
- (ii) The Plan does permits Employee After-Tax contributions in accordance with Section 4.02 of the Plan limited to \_\_\_\_\_ percent (\_\_\_\_ %) of Compensation per year.

**4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS.**

(a) BASIC CONTRIBUTIONS

- (i) The Employer makes no basic contribution.
- (ii) The Employer shall make a basic contribution on behalf of each Participant equal to \_\_\_\_ percent (\_\_\_\_%) of Compensation.
- (iii) The Employer shall make a basic contribution on behalf of each Participant equal to \_\_\_\_\_ dollars (\$\_\_\_\_\_).
- (iv) The Employer shall make an **additional** basic contribution on behalf of each Participant beginning after the completion of the Years of Service with the Employer as follows:

Completed Years of Service	Additional Contribution Amount	Additional Contribution Type
_____ years	_____	_____

(v) Such basic contributions shall be made:

- A. on a payroll basis
- B. on an annual basis
- C. other (specify):

## (b) DISCRETIONARY CONTRIBUTIONS

- (i) The Employer makes no discretionary contributions.
- (ii) The Employer may make a discretionary contribution on behalf of each Participant as determined each year by the governing authority of the Employer. Each year the governing authority makes such a contribution, they shall specify, by resolution, the total amount of the contribution and the specific aggregate amounts to be applied to each of the allocation formulas selected below:
- A. PRO-RATA OF COMPENSATION  
Each Participant shall be credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to the all Participants' Compensation for that Plan Year.
- B. FIXED DOLLAR AMOUNT  
Each Participant shall be credited with a equal dollar amount.
- C. OTHER FORMULA
- (iii) Such discretionary contributions shall be made:
- A. on a payroll basis
- B. on an annual basis
- C. other (specify):

**4.03 EMPLOYER MATCHING CONTRIBUTIONS.**

- (a) The Employer makes no matching contributions.
- (b) The Employer shall make a matching contribution on behalf of each Participant to this Plan equal to \_\_\_\_\_ percent (\_\_\_ %) of the amount the Participant is contributing to a section 457(b) eligible deferred compensation plan. The maximum Employer Contribution shall be no more than \_\_\_ (\_\_\_%) of the Participant's Compensation.

Provided, however, the matching contribution by the Employer shall be calculated based on increments of \_\_\_\_\_ percent (\_\_\_ %) of Participant Compensation.

- (c) The Employer shall make an additional matching contribution on behalf of each Participant (\_\_\_%), based on the amount the Participant is contributing to a section 457(b) eligible deferred compensation plan, beginning after the completion of the Years of Service with the Employer as follows:

Completed Years of Service	Employer Contribution Rate	Maximum Contribution Rate	Maximum Contribution Type
_____ years	_____	_____	_____
_____ years	_____	_____	_____
_____ years	_____	_____	_____
_____ years	_____	_____	_____
_____ years	_____	_____	_____

- (d) Other Formula:
- (e) Such matching contributions shall be made:
  - (i) on a payroll basis
  - (ii) on an annual basis
  - (iii) other (specify):

*(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year.)*

**4.05 PARTICIPANT ROLLOVER CONTRIBUTIONS.**

- (a) No rollover contributions from other Eligible Retirement Plans shall be made to the Plan.
- (b) Eligible rollover contributions from other Eligible Retirement Plans shall be permitted to be made to the Plan by all Eligible Employees, whether or not participating in the Plan.
- (c) Eligible rollover contributions from other Eligible Retirement Plans shall be permitted to be made to the Plan by active Participants only.

**ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS**

No optional provisions

**ARTICLE VI: RETIREMENT/TERMINATION BENEFITS**

**6.02 VESTING SCHEDULE.**

The Employer elects the following vesting schedule:

- |                                     |  |                                      |
|-------------------------------------|--|--------------------------------------|
| <input checked="" type="checkbox"/> | (a) Full Years of Vesting Service<br>With the Employer | Percent Vested in<br>Accrued Benefit |
|                                     | Less than <b>five (5)</b> years                        | 0%                                   |
|                                     | <b>Five (5)</b> years or more                          | 100%                                 |
| <input type="checkbox"/>            | (b) Full Years of Vesting Service<br>With the Employer | Percent Vested in<br>Accrued Benefit |
|                                     | __ years   |                                      |
| <input type="checkbox"/>            | (c) Other provisions (specify):                        |                                      |

**6.05 NORMAL PAYMENT FORMS.**

**PERIODIC CASH INSTALLMENTS FOR DISABLED PARTICIPANTS**

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | (a) In the case of Disability, the Participant may NOT elect to receive periodic cash installments paid monthly, quarterly, semiannually, or annually over a designated period of years. |
| <input checked="" type="checkbox"/> | (b) In the case of Disability, the Participant may elect to receive periodic cash installments paid monthly, quarterly, semiannually, or annually over a designated period of years.     |

**ARTICLE VIII: TRUST FUND**

**8.03 PARTICIPANT DIRECTION OF INVESTMENTS.**

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | (a) Each Participant shall direct the investment of all his or her Accounts.     |
| <input type="checkbox"/>            | (b) Each Participant shall direct the investment of the following Accounts only: |

The Employer hereby agrees to the provisions of this Plan, and in witness of its agreement, the Employer by its duly authorized officers has executed this Adoption Agreement, and ACCG signified its acceptance as this Plan, on this 16 day of December, 2008.

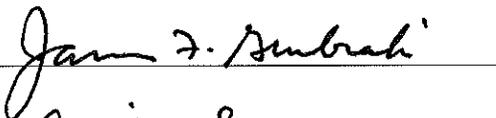
**DOUGLAS COUNTY**

By: 

Title: CHAIRMAN

Date: 1/12/09

**ACCEPTANCE (on behalf of ACCG):**

By: 

Title: Asst. Secretary

Date: 1-22-09